NOTES—LIMITATIONS—ACKNOWLEDGMENT OF DEBT.—CONNECTICUT TRUST AND SAFE DEPOSIT CO. v. WEAD ET AL., 65 N. E. 261 (N. Y.).—The indorser of a note, after limitations had run as against him, wrote a letter offering to buy the note for a small sum. *Held*, that his liability was not revived thereby.

To revive a debt after limitations have run against it, an acknowledgment must be clear, unequivocal, and without conditions. *Shepherd v. Thompson*, 122 U. S. 231; *Cocks v. Weeks*, 7 Hill (N. Y.) 45. A proposal to arbitrate is not sufficient. *Shaw v. Newell*, 1 R. I. 488. Nor is it sufficient though accompanied by an acknowledgment of some indebtedness. *Curtis v. Sacramento*, 70 Cal. 412. An offer to compromise is not enough. *Bell v. Morrison*, 1 Pet. (U. S.) 359; *Currier v. Lockwood*, 40 Conn. 349; *Creuse v. Defiganiere*, 10 Bosw. (N. Y.) 122. The offer in this case is declared to be a recognition of a former, but not of an existing, debt.

NOTES—LIMITATIONS—DEMAND AFTER DATE.—HARDON v. DIXON, 78 N. Y. SUPP. 1061.—Plaintiff sued on a note payable "on demand after date." *Held*, that the statute of limitations does not begin to run until the day after date. Patterson and Ingraham, J J., *dissenting*.

Most authorities hold that such a note is not distinguishable from one payable on demand. It may be sued on, on the day of making, and therefore the statute of limitations begins to run on that day. *Hitchings v. Edwards*, 132 Mass. 338; *Fenno v. Gay*, 146 Mass. 118; 13 *Am. & Eng. Enc. Law* 748; 2 *Daniel, Neg. Instr.*, 5th ed., sec. 1215. The words "on demand after date" are more nearly analogous to such an expression as, "with interest after date." *O'Neil v. Magner*, 81 Cal. 631; *Cousins v. Partridge*, 79 Cal. 228. But that in New York such notes are not equivalent to demand notes seems to be well settled. *Bank v. Townsend*, 87 N. Y. 8; *Crim v. Starkweather*, 88 N. Y. 339.

NUISANCES—MAINTENANCE—NOTICE TO DEFENDANT.—FINKELSTEIN v. HUNER, 79 N. Y. SUPP. 334.—In an action for nuisance there was no evidence that the nuisance existed before the defendant became the owner of the premises. *Held*, that proof of notice to the defendant of the existence of the nuisance was not required. O'Brien and Laughlin, J J., *dissenting*.

The rule is that no liability will attach until the grantee has received notice or had knowledge of the existence of the nuisance. *R. R. Co. v. Smith*, 64 Fed. 679; *Johnson v. Lewis*, 13 Conn. 303; *Nichols v. Boston*, 98 Mass. 39; *Wenzlick v. McCotter*, 87 N. Y. 122. The opinion claims that the fact that there was no evidence that the nuisance existed before the property came into the hands of the defendant made proof of notice unnecessary. The only citation in support of this is *Conhocton Stone Road v. R. Co.*, 51 N. Y. 573. The same case is cited in the dissenting opinion, and would seem rather to support the latter. It was there held that the proof must show notice to, or knowledge by the defendant to render him liable.

PRINCIPAL AND AGENT—UNDISCLOSED AGENT—TIME FOR ELECTION.—TEW v. WOLFSOHN ET AL., 79 N. Y. SUPP. 286.—*Held*, that where an agent did not disclose his agency, the plaintiff in an action on a contract made by the agent need not elect whether to hold principal or agent until the close of the case. Van Brunt, P. J., and McLaughlin, J., *dissenting*.

This decision is confessedly at variance with many dicta, and with some decisions, notably *Tuthill v. Wilson*, 90 N. Y. 423. It is supported by *Story, Agency*, sec. 295, quoting 2 *Livermore, Agency*, sec. 267. But it is considered to have been rejected in *Wharton, Agency*, sec. 473, citing *Priestley v. Fernie*, 3 H. & C. Ex. 977. In *McLean v. Sexton*, 44 N. Y. App. 520, the doctrine of the present case is distinctly laid down as the New York rule, though avowedly contrary to that in England. See also *Cobb v. Knapp*, 71 N. Y. 348: *Bank v. Wallis*, 84 Hun 376; *Beymer v. Bonsall*, 78 Pa. St. 298; *Maple v. R. Co.*, 40 Ohio 313.